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CLERK U.S. DISTRICT COURT DISTRICT OF ARIZONA	
BY	DEPUTY

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Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

United States of America,

Plaintiff,

vs.

Omar Trujillo, Jr.,

Defendant.

CR 22-1857-003-TUC-JCH (BGM)

Plea Agreement

The United States of America and the defendant, Omar Trujillo, Jr., agree to the following disposition of this matter:

PLEA

The defendant agrees to plead guilty to Counts 11-21 of the Indictment, charging the defendant with violations of Title 18, United States Code, 922(a)(6) and 924(a)(2), Making False Statements in Connection with Purchase of Firearms, a felony offense. The defendant also agrees to admit to the Forfeiture Allegation of the Indictment. The government agrees to dismiss the remaining counts of the Indictment against the defendant at the time of sentencing.

///

*Superseding*

*Superseding*

*Superseding*

ELEMENTS OF THE CRIME

The essential elements of Making False Statements in Connection with Purchase of Firearm are that:

- (A) The defendant made a false statement or representation to a federally licensed firearms dealer;
- (B) The false statement or representation was made in connection with the acquisition or attempted acquisition of a firearm;
- (C) The defendant knew the statement or representation was false; and
- (D) The statement or representation was material; that is, it had a natural tendency to influence, or was capable of influencing, the licensed firearms dealer into believing that the firearm could lawfully be sold to the defendant.

STIPULATIONS, TERMS AND AGREEMENTS

The defendant understands the guilty plea is conditioned upon the following terms, stipulations, and requirements:

Maximum Penalties: The defendant understands and agrees that the maximum penalty for the offense to which he is pleading are a fine of \$250,000, a maximum term of ten (10) years imprisonment, or both, and a maximum term of three (3) years supervised release.

The defendant agrees to pay a fine unless the defendant establishes the applicability of the exceptions contained in § 5E1.2(e) of the Sentencing Guidelines.

Special Assessment: The defendant understands that in accordance with Title 18, United States Code, Section 3013, upon entry of judgment of conviction, there shall be assessed a \$100.00 special assessment for each felony count.

Immigration consequence: The defendant recognizes that pleading guilty may have consequences with respect to his immigration status if the defendant is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which the defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and the defendant understands that no one, including the defendant's attorney or the district court,



1 can predict to a certainty the effect of the defendant's conviction on the defendant's  
 2 immigration status. The defendant nevertheless affirms that he wants to plead guilty  
 3 regardless of any immigration consequences that this plea may entail, even if the  
 4 consequence is the defendant's automatic removal from the United States.

5 Agreement Regarding Sentencing:

6 a. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant  
 7 stipulate and agree that the below guideline calculations are appropriate for the charges for  
 8 which the defendant is pleading guilty, if the defendant is entitled to Acceptance of  
 9 Responsibility:

10	Base Offense Level (§ 2K2.1(a)(7))	12
11	Number of Firearms (§ 2K2.1(b)(1)(B))	+4
12	Aggravating Role (§ 3B1.1(b))	+3
13	Acceptance (§ 3E1.1(a) & (b))	<u>-3</u>
14	Total Adjusted Offense Level	16

15 b. Sentencing Range: Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United  
 16 States and the defendant stipulate and agree that the following are the applicable guideline  
 17 ranges for the offense, based on the defendant's criminal history category (CHC):

- 18 21-27 months imprisonment if the defendant is in CH category I;
- 19 24-30 months imprisonment if the defendant is in CH category II;
- 20 27-33 months imprisonment if the defendant is in CH category III;
- 21 33-41 months imprisonment if the defendant is in CH category IV;
- 22 41-51 months imprisonment if the defendant is in CH category V;
- 23 46-57 months imprisonment if the defendant is in CH category VI.

24 c. The parties stipulate that the defendant's sentence shall be **12-48 months**  
 25 **incarceration**, and that the sentences for Counts ~~22-29~~ <sup>11-21</sup> shall all run **concurrently**. This  
 26 sentence is an upward departure in lieu of the government's agreement to dismiss charges  
 27 that carry a greater sentence. U.S.S.G. §5K2.21. The defendant may withdraw from the  
 28 plea agreement if he receives a sentence that exceeds 48 months incarceration, and the

1 government may withdraw from the plea agreement if the Court sentences the defendant  
2 to less than 12 months incarceration

3 d. If the defendant moves for any adjustments in Chapters Two, Three, or Four  
4 of the Sentencing Guidelines or any “departures” from the Sentencing Guidelines, the  
5 government may withdraw from this agreement. If the defendant argues for a variance  
6 under 18 U.S.C. 3553(a) in support of a sentence, the government may oppose the  
7 requested variance. The government, however, **will not withdraw** from the agreement if  
8 the defendant argues for, and the Court grants, a variance.

9 e. Assets and Financial Responsibility: The defendant shall make a full  
10 accounting of all assets in which the defendant has any legal or equitable interest. The  
11 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or  
12 transfer any such assets or property before sentencing, without the prior approval of the  
13 United States (provided, however, that no prior approval will be required for routine, day-  
14 to-day expenditures). The defendant also expressly authorizes the United States Attorney’s  
15 Office to immediately obtain a credit report as to the defendant in order to evaluate the  
16 defendant’s ability to satisfy any financial obligation imposed by the Court. The defendant  
17 also shall make full disclosure of all current and projected assets to the U.S. Probation  
18 Office immediately and prior to the termination of the defendant’s supervised release or  
19 probation, such disclosures to be shared with the U.S. Attorney’s Office, including the  
20 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the  
21 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing  
22 under this agreement and the law.

23 f. Acceptance of Responsibility: If the defendant makes full and complete  
24 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant’s  
25 commission of the offense, and if the defendant demonstrates an acceptance of  
26 responsibility for this offense up to and including the time of sentencing, the United States  
27 will recommend a two-level reduction in the applicable Sentencing Guidelines offense  
28 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,



1 the United States will move the Court for an additional one-level reduction in the applicable  
2 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

3 g. The defendant understands and agrees that this plea agreement contains all  
4 the terms, conditions and stipulations regarding sentencing. If the Court departs from the  
5 terms and conditions set forth in this plea agreement, either party may withdraw.

6 h. If the Court, after reviewing this plea agreement, concludes any provision is  
7 inappropriate, it may reject the plea agreement and allow the defendant an opportunity to  
8 withdraw the defendant's guilty plea, all pursuant to Rule 11(c)(5) and Rule 11(d)(2)(A),  
9 Fed. R. Crim. P.

10 i. The defendant understands that if the defendant violates any of the conditions  
11 of the defendant's supervised release, the supervised release may be revoked. Upon such  
12 revocation, notwithstanding any other provision of this agreement, the defendant may be  
13 required to serve an additional term of imprisonment or the defendant's sentence may  
14 otherwise be altered.

15 j. The defendant and the government agree that this agreement does not in any  
16 manner restrict the actions of the government in any other district or bind any other United  
17 States Attorney's Office.

18 k. This plea agreement is contingent upon the successful guilty plea of all co-  
19 defendants in this matter. If any co-defendant does not plead guilty in this case, the  
20 government reserves the right to withdraw from this plea agreement.

21 Disclosure of Information to U.S. Probation:

22 The defendant understands the government's obligation to provide all information  
23 in its file regarding the defendant to the United States Probation Office.

24 The defendant understands and agrees to cooperate fully with the United States Probation  
25 Office in providing:

26 a. All criminal history information, i.e., all criminal convictions as defined under  
27 the Sentencing Guidelines.  
28

1 b. All financial information, i.e., present financial assets or liabilities that relate to  
2 the ability of the defendant to pay a fine or restitution.

3 c. All history of drug and alcohol abuse which would warrant a treatment condition  
4 as part of sentencing.

5 d. All history of mental illness or conditions which would warrant a treatment  
6 condition as part of sentencing.

7 Reinstitution of Prosecution:

8 If the defendant's guilty plea is rejected, withdrawn, vacated, or reversed by any  
9 court in a later proceeding, the government will be free to prosecute the defendant for all  
10 charges as to which it has knowledge, and any charges that have been dismissed because  
11 of this plea agreement will be automatically reinstated. In such event, the defendant waives  
12 any objections, motions, or defenses based upon the Speedy Trial Act or the Sixth  
13 Amendment to the Constitution as to the delay occasioned by the later proceedings.

14 Waiver of Defenses and Appeal Rights:

15 If the defendant receives a sentence in accordance with this plea agreement, the  
16 defendant waives (1) any and all motions, defenses, probable cause determinations, and  
17 objections that the defendant could assert to the indictment or information; and (2) any  
18 right to file an appeal, any collateral attack, and any other writ or motion that challenges  
19 the conviction, an order of restitution or forfeiture, the entry of judgment against the  
20 defendant, or any aspect of the defendant's sentencing-including the manner in which the  
21 sentence is determined and any sentencing guideline determinations, including the district  
22 court's determination of the criminal history category. The sentence is in accordance with  
23 this agreement if the sentence imposed does not exceed the low end of the sentencing  
24 guidelines range as calculated under U.S.S.G. § 1B1.1(a), in this case. The defendant  
25 further waives: (1) any right to appeal the Court's entry of judgment against defendant; (2)  
26 any right to appeal the imposition of sentence upon defendant under Title 18, United States  
27 Code, Section 3742 (sentence appeals); (3) any right to appeal the district court's refusal  
28 to grant a requested variance; (4) any right to collaterally attack defendant's conviction and



1 sentence under Title 28, United States Code, Section 2255, or any other collateral attack;  
 2 and (5) any right to file a motion for modification of sentence, including under Title 18,  
 3 United States Code, Section 3582(c) (except for the right to file a compassionate release  
 4 motion under 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of such a motion). The  
 5 defendant acknowledges that this waiver shall result in the dismissal of any appeal or  
 6 collateral attack the defendant might file challenging his/her conviction or sentence in this  
 7 case. If the defendant files a notice of appeal or a habeas petition, notwithstanding this  
 8 agreement, defendant agrees that this case shall, upon motion of the government, be  
 9 remanded to the district court to determine whether defendant is in breach of this agreement  
 10 and, if so, to permit the government to withdraw from the plea agreement. This waiver  
 11 shall not be construed to bar an otherwise-preserved claim of ineffective assistance of  
 12 counsel or of "prosecutorial misconduct" (as that term is defined by Section II.B of Ariz.  
 13 Ethics Op. 15-01 (2015)).

14 Plea Addendum:

15 This written plea agreement, and any written addenda filed as attachments to this  
 16 plea agreement, contain all the terms and conditions of the plea. Any additional  
 17 agreements, if any such agreements exist, shall be recorded in separate documents and may  
 18 be filed with the Court under seal. Accordingly, additional agreements, if any, may not be  
 19 in the public record.

20 AGREEMENT AS TO FORFEITURE

21 a. The defendant, Omar Trujillo, Jr., admits that he knowingly made false and  
 22 fictitious written statements in connection with the acquisition of one Ohio Ordnance  
 23 Works M240SLR .380 rifle, bearing serial number 240734 (hereinafter "Seized Firearm").

24 b. The defendant further admits that he knowingly made false and fictitious  
 25 written statements in connection with the following firearms:

26 ///  
 27  
 28

Line #	Firearms	Serial Number	Price
1	Glock 19, 9mm caliber pistol	BDLN847	\$ 499.99
2	FN, Scar 17S, 7.62 x51mm rifle	H1C14149	\$ 4,199.99
3	Glock 17 Gen 5 9mm pistol	BSWH415	\$ 499.99
4	Kalashnikov USA KR103 7.62x39mm rifle	K3R0004134	\$ 999.99
5	Century Arms BFT47 7.62x39mm rifle	BFT47001515	\$ 799.99
6	Glock 45 9mm pistol	BWDN786	\$ 499.99
7	Glock 17 GEN 4 9mm pistol	BCPT812	\$ 479.99
8	Pioneer Arms Hellpup 7.62x39mm pistol	PAC1170143	\$ 749.99
9	Zastava ZPAP M70 7.62x39mm rifle	Z70-119924	\$ 899.99
10	Palmetto State Armory PSAK47 7.62x39mm rifle	AKB059605	\$ 699.99
11	Romarm/Cugir Micro Draco 7.62x39mm pistol	ROA22PMD-30087	\$ 899.99
12	Century Arms VSKA 7.62x39mm rifle	SV7P007535	\$ 799.99
13	Century Arms VSKA 7.62x39mm rifle	SV7107888	\$ 799.99
14	Colt Carbine 5.56x45mm rifle	CR082902	\$ 999.99
15	FN, M249S 5.56x45mm rifle	M249SA02406	\$ 9,526.41
16	Century Arms VSKA 7.62x39mm rifle	SV7113669	\$ 799.99
17	Century Arms VSKA 7.62x39mm rifle	SV7116793	\$ 799.99
18	Glock 19X 9mm pistol	BWSY473	\$ 499.99
19	Smith & Wesson M&P15 5.56x45mm rifle	TS89297	\$ 699.99
20	Pioneer Arms Sporter 7.62x39mm rifle	PAC169483	\$ 749.99



21	Keltec PMR30 .22 pistol	WYD412	\$ 349.99
22	Glock G19X 9mm pistol	BWG2430	\$ 499.99
23	Century Arms Draco 7.62x39mm pistol	SV7P008074	\$ 899.99
<b>Total</b>			<b>\$ 28,656.19</b>

(hereinafter "Firearms Not Seized") in in violation of Title 18, United States Code, Sections 371 and 554(a).

c. Further Defendant admits that the government can prove the total value of the Firearms Not Seized amounts to \$28,656.19 in U.S. currency.

d. The defendant further admits that the Seized Firearm and Firearms Not Seized represent property involved in the commission of the offense for which the defendant is pleading guilty, and are therefore forfeitable pursuant to Title 18, United States Code, Section 924(d), and Title 28, United States Code, Section 2461(c).

e. The defendant admits that the Firearms Not Seized have been transferred, sold to, or deposited with a third party, or placed beyond the jurisdiction of the court and are no longer available for forfeiture as described in Title 21, United States Code, Section 853(p)(1).

f. The defendant knowingly and voluntarily agrees to the entry of a judgment equal to the value of the Firearms Not Seized, that is, \$28,656.19 in U.S. currency, as a substitute asset in lieu of, and in satisfaction of, the forfeiture of the Firearms Not Seized, as authorized by Title 21, United States Code, Section 853(p)(2), as incorporated by Title 28, United States Code, Section 2461(c).

g. The defendant agrees to pay in full \$28,656.19 in United States currency, via cashier's checks in consecutive monthly installments, made payable to United States Marshals Service, Sandra O'Connor Courthouse, Suite 270, Attention: Asset Forfeiture, 401 W. Washington St., SPC-64, Phoenix, Arizona 85003-2159.

h. In the event that the defendant does not remit the cashier's checks totaling the amount of \$28,656.19 in United States currency to the government, the defendant

1 knowingly and voluntarily agrees, that pursuant to Title 21, United States Code, Section  
2 853(p), the United States will seek forfeiture of any other property of said defendant, up to  
3 the value of the Firearms Not Seized (\$28,656.19 in United States currency), including but  
4 not limited to all property, both real and personal, owned by the defendant.

5 i. The defendant acknowledges that failure to pay on or satisfy the \$28,656.19  
6 in United States currency judgment could allow for referral of the debt to the United States  
7 Department of Treasury for the purpose of collecting debts through the Treasury Offset  
8 Program. Under this program, the Department of Treasury will reduce or withhold any  
9 eligible Federal payments by the amount of the debt. This "offset" process is authorized  
10 by the Debt Collection Act of 1982, as amended by the Debt Collection Improvement Act  
11 of 1996 and the Internal Revenue Code.

12 j. The defendant knowingly and voluntarily agrees to consent to the entry of  
13 orders of forfeiture for the Seized Firearm, Firearms Not Seized, or any assets that are  
14 related to satisfying the \$28,656.19 in United States currency, or any other assets, or seized  
15 property that are related to satisfying the forfeiture, covered by this agreement. The  
16 defendant waives the requirements of Federal Rules of Criminal Procedure, Rule 32.2  
17 regarding notice of the forfeiture in the charging instrument, announcement of the  
18 forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

19 k. The defendant knowingly and voluntarily agrees to waive all interest in the  
20 Seized Firearm, Firearms Not Seized, and other property that may be seized in this case, in  
21 any administrative, civil or criminal judicial proceeding, whether state or federal, which  
22 may be initiated.

23 l. The defendant acknowledges that he understands that the forfeiture of assets  
24 is part of the sentence that may be imposed in this case and waives any failure by the Court  
25 to advise him of this, pursuant to Federal Rule of Criminal Procedure 11(b)(1)(J), at the  
26 time his guilty plea is accepted.



1           m.     The defendant knowingly and voluntarily agrees to waive all constitutional,  
2     legal, and equitable defenses to all constitutional and statutory challenges in any manner  
3     (including direct appeal, habeas corpus, any jeopardy defense or claim of double jeopardy,  
4     or any other means), and knowingly and voluntarily agrees to waive any claim or defense  
5     under the Eighth Amendment to the United States Constitution, including any claim of  
6     excessive fine or punishment, to any forfeiture carried out in accordance with this plea  
7     agreement on any grounds.

8           n.     The defendant knowingly and voluntarily agrees to hold the United States,  
9     its agents and employees harmless from any claims whatsoever in connection with any  
10    seizure or forfeiture of the assets, or forfeiture of any other property that is related to  
11    satisfying the \$28,656.19 in United States currency, covered by this agreement.

12          o.     The defendant knowingly and voluntarily agrees and understands that the  
13    forfeiture of the assets carried out in accordance with this plea agreement including any  
14    payment made by the defendant to satisfy the \$28,656.19 in United States currency, shall  
15    not be treated as satisfaction of any assessment, fine, restitution, cost of imprisonment, or  
16    any other penalty this Court may impose upon the defendant in addition to the forfeiture.

17          p.     Defendant agrees that the forfeiture provisions of this agreement are intended  
18    to, and will, survive him, notwithstanding the abatement of any underlying criminal  
19    conviction after the execution of this agreement. The forfeitability of any particular  
20    property pursuant to this agreement shall be determined as if defendant had survived, and  
21    that determination shall be binding on defendant's heirs, successors, and assigns until the  
22    agreed forfeiture is collected in full.

23          q.     The defendant shall be jointly and severally liable with co-defendant Julian  
24    Canastillo in the amount of \$28,656.19.

25                   WAIVER OF DEFENDANT'S RIGHTS AND FACTUAL BASIS

26                   Waiver of Rights

27                 I have read each of the provisions of the entire plea agreement with the assistance  
28    of counsel and understand its provisions. I have discussed the case and my constitutional

1 and other rights with my attorney. I understand that by entering my plea of guilty I will be  
2 giving up my rights to plead not guilty, to trial by jury, to confront, cross-examine, and  
3 compel the attendance of witnesses, to present evidence in my defense, to remain silent  
4 and refuse to be a witness against myself by asserting my privilege against self-  
5 incrimination -- all with the assistance of counsel -- and to be presumed innocent until  
6 proven guilty beyond a reasonable doubt.

7 I agree to enter my guilty plea as indicated above on the terms and conditions set  
8 forth in this agreement.

9 I have been advised by my attorney of the nature of the charges to which I am  
10 entering my guilty plea. I have further been advised by my attorney of the nature and range  
11 of the possible sentence.

12 My guilty plea is not the result of force, threats, assurances or promises other than  
13 the promises contained in this agreement. I agree to the provisions of this agreement as a  
14 voluntary act on my part, rather than at the direction of or because of the recommendation  
15 of any other person, and I agree to be bound according to its provisions.

16 I fully understand that, if I am granted probation or placed on supervised release by  
17 the court, the terms and conditions of such probation/supervised release are subject to  
18 modification at any time. I further understand that, if I violate any of the conditions of my  
19 probation/supervised release, my probation/supervised release may be revoked and upon  
20 such revocation, notwithstanding any other provision of this agreement, I may be required  
21 to serve an additional term of imprisonment or my sentence may otherwise be altered. I  
22 agree that any Guidelines Range referred to herein or discussed with my attorney is not  
23 binding on the court and is merely an estimate.

24 I agree that this written plea agreement contains all the terms and conditions of my  
25 plea and that promises made by anyone (including my attorney), and specifically any  
26 predictions as to the guideline range applicable, that are not contained within this written  
27 plea agreement are without force and effect and are null and void.  
28



1 I am satisfied that my defense attorney has represented me in a competent manner.

2 I am fully capable of understanding the terms and conditions of this plea agreement.

3 I am not now on or under the influence of any drug, medication, liquor, or other intoxicant  
4 or depressant, which would impair my ability to fully understand the terms and conditions  
5 of this plea agreement.

6 Factual Basis:

7 I agree that the following facts accurately describe my conduct in connection with  
8 the offense to which I am pleading guilty; and, that if this matter were to proceed to trial,  
9 the government could prove the elements of the offense beyond a reasonable doubt based  
10 on the following facts:


11 On 11 separate occasions between January 24, 2022, and April 30, 2022, the  
12 defendant, Omar Trujillo, Jr., purchased a total of 21 firearms from federally  
13 licensed firearms dealers in the District of Arizona. In connection with each  
14 of these purchases, the defendant filled out ATF Form 4473, the paperwork  
15 required to be completed and maintained in connection with each purchase  
16 of a firearm from a federal licensed firearms dealer. On each form the  
17 defendant completed, he stated that he was the actual purchaser of the  
18 firearms and was not acquiring them on behalf of another individual, when  
19 in fact the defendant was purchasing the firearms on behalf of co-defendant  
20 Julian Canastillo.

21 The dates of purchases and firearms involved in the defendant's offenses  
22 include the following:

23 January 24, 2022:	1 Glock 17Gen5 9mm pistol
	1 Kalashnikov USA KR103 7.62x39mm rifle
24 March 10, 2022:	1 Century Arms BFT47 7.62x39mm rifle
	1 Glock 45 9mm pistol
25 March 11, 2022:	1 Glock 17Gen4 9mm pistol
26 March 15, 2022:	1 Pioneer Arms Hellpup 7.62x39mm rifle
	1 Zastava ZPAP M70 7.62x39mm rifle
27 March 24, 2022:	1 Palmetto State Armory PSAK47 7.62x39mm rifle
	1 Romarm/CUGIR Micro Draco 7.62x39mm pistol
28 March 25, 2022:	1 Century Arms VSKA 7.62x39mm rifle
	1 Century Arms VSKA 7.62x39mm rifle
	1 Colt Carbine 5.56x45mm rifle

1 April 7, 2022: 1 FN M249S 5.56x45mm rifle  
 2 April 18, 2022: 2 Century Arms VSKA 7.62x39mm rifles  
 3 1 Glock 19X 9mm pistol  
 4 April 30, 2022: 1 Smith&Wesson M&P15 5.56x45mm rifle  
 5 1 Pioneer Arms Sporter 7.62x39mm rifle  
 6 1 Keltec PMR30 .22 caliber pistol  
 7 1 Glock 19X 9mm pistol  
 8 1 Century Arms Draco 7.62x39mm rifle

8 4/10/23  
 9 Date

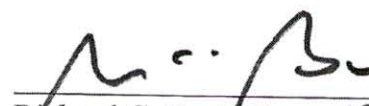
  
 Omar Trujillo, Jr.  
 Defendant

10 **DEFENSE ATTORNEY'S APPROVAL**

11 I have discussed this case and the plea agreement with my client, in detail and have  
 12 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the  
 13 constitutional and other rights of an accused, the factual basis for and the nature of the  
 14 offense to which the guilty plea will be entered, possible defenses, and the consequences  
 15 of the guilty plea including the maximum statutory sentence possible and Defendant's  
 16 waiver of his right to appeal. I have further discussed the sentencing guideline concept  
 17 with the defendant. No assurances, promises, or representations have been given to me or  
 18 to the defendant by the United States or by any of its representatives which are not  
 19 contained in this written agreement.

20 I concur in the entry of the plea as indicated above and on the terms and conditions  
 21 set forth in this agreement as in the best interests of my client. I agree to make a bona fide  
 22 effort to ensure that the guilty plea is entered in accordance with all the requirements of  
 23 Fed. R. Crim. P. 11.

24  
 25 4/10/23  
 26 Date

  
 Richard C. Bock, Esq.  
 Attorney for the defendant



**GOVERNMENT'S APPROVAL**

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth are appropriate and are in the best interests of justice.

GARY M. RESTAINO  
United States Attorney  
District of Arizona

Digitally signed by  
MATTHEW CASSELL  
Date: 2023.04.06  
11:43:38 -07'00'



\_\_\_\_\_  
Date

MATTHEW C. CASSELL  
Assistant U.S. Attorney